

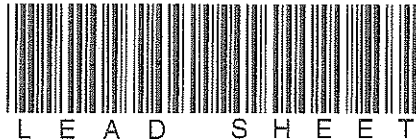
This page is part of your document - DO NOT DISCARD

06 1602212

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA

11:21AM JUL 20 2006

TITLE(S) : \_\_\_\_\_



L E A D S H E E T

FEE

FEE \$	1	KK
DAF \$	2	
C-20	2	

D.T.T.

CODE  
20

CODE  
19

CODE  
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

2

RECORDING REQUESTED BY:

06 1602212

Long Beach Generation LLC  
2665 West Seaside Avenue  
Long Beach, California 90802

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
1011 North Grandview Avenue  
Glendale California 91201  
Attn.: José Kou, P.E., Chief  
Southern California Permitting and Corrective Action Branch

Long Beach Generation LLC  
2665 West Seaside Avenue  
Long Beach, California 90802

---

(Space Above This Line For Recorder's Use Only)

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: Those Portions of Lots 13 and 14 of Tract No. 751, in the City of Long Beach, County of Los Angeles, State of California, as per Map recorded in Book 16 pages 26 and 27 of Maps, and a Portion of the Rancho Los Cerritos, marked Lot 5 on Map designated, "Recorder's filed Map No. 365", in Book 2, pages 202 to 205 of Patents, in the Office of the Recorder of said County, and a Portion of Lots 9 and 10 of Tract No. 7091 as per Map recorded in Book 135, pages 5 to 11 inclusive., Long Beach Generation Station.

This Covenant and Agreement ("Covenant") is made by and between Long Beach Generation LLC (the "Covenantor"), the current owner of certain property situated in Long Beach, County of Los Angeles, State of California, described in Exhibits "A" and "A-1",

3

which are attached and incorporated by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department (collectively referred to as the "Parties") therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health and safety and the environment.

#### ARTICLE I

#### STATEMENT OF FACTS

1.01. The Property, totaling approximately 19 acres is more particularly described and depicted in Exhibits "A" and "A-1". The Property is located on the Los Angeles coastal plain one mile west of the mouth of the Los Angeles River on the eastern portion of Terminal Island adjacent to the entrance channel to the Long Beach Inner Harbor. Terminal Island is bounded by the Cerritos Channel on the north, the Back Channel on the east, Long Beach Middle Harbor on the south, and the main channel of the Los Angeles Harbor on the west, County of Los Angeles, State of California. This property is more specifically described as Los Angeles County Assessor's Parcel Numbers(s): Portions of Lots 13 and 14 of Tract No. 751, in the City of Long Beach, County of Los Angeles, State of California, as per Map recorded in Book 16 pages 26 and 27 of Maps, and a Portion of the Rancho Los Cerritos, marked Lot 5 on Map designated, "Recorder's filed Map No. 365", in Book 2, pages 202 to 205 of Patents, in the Office of the Recorder

4  
of said County, and a Portion of Lots 9 and 10 of Tract No. 7091 as per Map recorded in Book 135, pages 5 to 11 inclusive.

1.02. A limited portion of the Property, totaling approximately 0.46 acres, is more particularly described in Exhibits "B" and "B-1", which are attached and incorporated by this reference ("Surface Impoundment Property"). The Surface Impoundment Property which includes the surface impoundment (Retention Basin), former Demineralizer Treatment Unit, and the area containing associated piping, a sump, equipment and appurtenances, is at an elevation of 14 feet below sea level and is located in the area now generally bounded by Tideland Petroleum Company, an oil and gas production company, on the north, south, and west, and the Back Channel on the east. The southeast corner of the Property contains the Retention Basin with dimensions of 120 feet in length, 100 feet in width, and seven feet in depth. Associated pipelines extend in a southwest direction from the middle of the south wall of the Retention Basin to a sump. From the sump, the pipelines extend 79 feet in a southwesterly direction to where they connect to the former Demineralizer Treatment Unit. From the Demineralizer Treatment Unit, the pipelines extend 35 feet to the northeast, then 72 feet northwest, to the former Demineralizer Neutralization Unit. The Surface Impoundment Property is also more specifically described in Exhibit "A".

1.03. From 1910 to 1998, Southern California Edison (SCE) engaged in generation and distribution of power on the property. The Long Beach Generating Station was owned and operated by SCE until April 1, 1998. On April 1, 1998, SCE sold the Long Beach Generating Station to Long Beach Generation LLC. The Long Beach

5

Generating Station was operated by SCE O&M Services from April 1, 1998 to March 31, 2000, and NRG El Segundo Operations, Inc., from April 1, 2000 to the present. On February 1, 1995, the Department filed a complaint in the Superior Court for the County of Los Angeles against SCE alleging violations of the Health and Safety Code at eleven of its generating stations for storage and treatment of hazardous waste without a hazardous waste facility permit or grant of authorization from the Department, failing to implement and maintain groundwater monitoring and response programs for retention basins, failure to install two or more liners and a leachate collection system in retention basins, failure to characterize the waste streams generated were hazardous, and failure to conduct tank integrity tests for sumps. On February 1, 1995, a Final Judgment Pursuant to Stipulation (Stipulation) was filed in the Superior Court of California for the County of Los Angeles, to settle the complaint. Under the Stipulation, the Site was a hazardous waste facility, subject to the requirements of Hazardous Waste Control Law at Health and Safety Code section 25100 et seq., *and the federal Resource Conservation and Recovery Act ("RCRA")*, at 42 U.S.C. section 6901 et seq. The Stipulation specified that SCE was to close the hazardous waste management units used at the eleven generating stations to meet the requirements for interim status facilities contained in Chapter 15 of Title 22, California Code of Regulations. On April 1, 1998, during implementation of closure activities, SCE sold the Long Beach Generating Station to Long Beach Generation LLC. The sales agreement between SCE and Long Beach Generation LLC contains a provision whereby SCE retains liability for closure of the hazardous waste management unit at the Generating Station. Pursuant to the sales agreement, SCE has continued to implement closure activities at the site. Through the closure activities and the Health-Based Risk Assessment, SCE was able to demonstrate

6

to the satisfaction of the Department that the residual contamination in the subsurface soil and ground water at the Surface Impoundment Property does not pose a risk to human health or the environment for the industrial/commercial or construction worker scenario, or the ecological receptors.

Pursuant to the closure requirements of the Hazardous Waste Control Law, including Health and Safety Code section 25246 and post-closure notice provisions of title 22 of the California Code of Regulations, section 66265.119(b) for interim status hazardous waste facilities, the Department is requiring this Covenant as part of the facility closure for the Surface Impoundment Property. The Department circulated a Closure Demonstration Report, which contained a Final Health Risk Assessment, Closure Plan, Closure Certification Report, Ecological Screening Risk Assessment, Leachate Liner Test and Risk Assessment, Pipeline Soil Investigation Report, together with a draft Notice of Exemption pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq., for public review and comment from March 21, 2005 to April 20, 2005. Because hazardous wastes, which are also hazardous materials as defined in Health and Safety Code sections 25117 and 25260, including arsenic remain in the soil at the Surface Impoundment Property, the Closure Demonstration Report provided that a deed restriction would be required as part of the facility remediation and an Implementation and Enforcement Plan to ensure compliance with the conditions of this Land Use Covenant.

1.04. Pursuant to these documents, and as detailed in the Final Risk Assessment approved by the Department on June 30, 2005, the soil from the ground surface beneath

7

the surface impoundment to a depth of ten feet contains concentrations of heavy metals elevated above ambient levels. The heavy metals above ambient levels and the maximum detected concentrations include: arsenic at 25 milligrams per kilogram (mg/kg), total chromium at 30.6 mg/kg, cobalt at 49.1 mg/kg, copper at 360 mg/kg, nickel at 1220 mg/kg, vanadium at 599 mg/kg, and zinc at 370 mg/kg. A risk assessment was performed to determine if the residual concentrations of chemicals of concern (COC) in the soil beneath the Surface Impoundment Property pose a risk to industrial and construction workers. The risk to residential receptors was not evaluated because the land use at Long Beach Generating Station will continue as industrial. The Final Health Risk Assessment indicated that the risk and hazard were both estimated to be well within the acceptable risk and hazard range,  $2 \times 10^{-5}$  and 1, respectively, for exposures associated with industrial/commercial land use.

The soil in the area along the pipeline between the northwest corner of the retention basin and the Demineralizer Treatment Unit, with dimensions of 17 feet in length by 25 feet in width, from ground surface to a depth of three feet contained concentrations of heavy metals and semi-volatile organics (SVOCs) elevated above closure performance standards for industrial/commercial land use. Soil at a depth greater than three feet was not investigated because a concrete foundation from a former structure was encountered. The soil containing the elevated levels of heavy metals and SVOCs was removed by excavation and backfilled with clean imported fill materials. Soil matrix samples were collected to confirm the removal of the heavy metals. The heavy metals and their maximum detected concentrations remaining in the soil along the pipeline are: arsenic at 7.2 milligrams per kilogram (mg/kg), copper at 23 mg/kg, lead at

8  
21 mg/kg, nickel at 16 mg/kg, and vanadium at 29 mg/kg. The concentrations of metals that remain in the ground in this area at a depth of three feet or less are at or below the closure performance standards for industrial/construction worker land use and do not pose a risk to industrial/construction workers.

Based on the results of the Final Health Risk Assessment, the Department concluded that use of the Surface Impoundment Property as a residence, hospital, hospice, nursing home/assisted living care facility, school for persons under the age of 21, or day care center would entail an unacceptable cancer risk. The Department further concluded that the Property as its use is limited by this Covenant, does not present an unacceptable threat to human health or safety or the environment.

## ARTICLE II

### DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.



9

2.03. Occupant. "Occupant" means Owners and any persons or entities entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

### ARTICLE III

#### GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Surface Impoundment Property and every portion of it shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to Health and Safety Code sections 25202.5 and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Surface Impoundment Property; (c) shall apply to and bind the respective successors in interest to the Surface Impoundment Property; (d) are for the benefit of, and shall be enforceable by the Department; and (e) are imposed only upon the Surface Impoundment Property unless expressly stated as applicable only to a specific portion.

3.02. Binding upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon the covenantor and all of the owners of the Surface Impoundment Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Surface

10  
Impoundment Property are expressly bound by this covenant for the benefit of the Department.

3.03. Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Surface Impoundment Property, give written notice that a release of hazardous substances has come to be located on or beneath the Surface Impoundment Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

3.04. Conveyance of Property. Owner shall provide notice to the Department not later than 30 days after conveyance of any ownership interest in the Surface Impoundment Property (except for mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, administrative order, or specific provision of this Covenant.

3.05. Costs of Administering this Covenant to be paid by Owner. The Department has incurred and will in the future incur costs associated with the administration of this Covenant. The Owner covenants that the Owner shall pay the Department's costs of administering this Covenant. Notwithstanding Civil Code section 1466, in the event the Property ownership changes between the time that the Department's administrative costs were incurred and the invoice for such costs is received by the then current Owner, each Owner of the Property for the period covered by the invoice, as well as the then current Owner is responsible for such costs. No conveyance of title, easement or other interest in the Surface Impoundment Property or a portion of the Surface Impoundment Property shall affect the owner's obligations under this Land Use Covenant. Unless DTSC agrees that such obligations may be transferred to a third party, Owner shall be responsible for and liable for failure to carry out all activities required of the Owner by the terms and conditions of this

Land Use Covenant, regardless of the Owner's use of employees, agents, contractors, or consultants to perform any such tasks.

## ARTICLE IV

### RESTRICTIONS

4.01. Prohibited Uses. The Surface Impoundment Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans,
- (c) A hospice.
- (d) A nursing home/assisted living care facility.
- (e) A public or private school for persons under 21 years of age.
- (f) A day care center for children or adults.

4.02. Soil Management of the Surface Impoundment Property.

- (a) No activities that will disturb the soil at or below ground surface, e.g., excavation, grading, removal, trenching, filling, earth movement, or mining shall be permitted on the Surface Impoundment Property without a Soil

12  
Management Plan and a Health and Safety Plan  
approved by the Department.

- (b) Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide written notice to the Department at least 14 days prior to any building, filling, grading, mining or excavating in the Surface Impoundment Property at or below ground surface.

4.03. Prohibited Activities. The following activities are prohibited at the Surface Impoundment Property:

- (a) Raising of food, e.g., livestock or food crops, or fiber crops, e.g. cotton.

## ARTICLE V

### ENFORCEMENT

5.01. Enforcement. Failure of the Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require the Owner to modify or remove any improvements. "Improvements"

13  
means all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Surface Impoundment Property constructed in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Owner as provided by law.

## ARTICLE VI

### MODIFICATION, TERMINATION, AND TERM

6.01. Modification. Any Owner, or with the Owner's written consent, any Occupant of the Surface Impoundment Property or any portion of the Surface Impoundment Property may apply to the Department to modify or remove any provisions of this Covenant. The application shall be made in accordance with Health and Safety Code section 25202.6.

6.02. Termination. Any Owner, or with the Owner's written consent, any Occupant of the Surface Impoundment Property or any portion of the Surface Impoundment Property, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Surface Impoundment Property. Such application shall be made in accordance with Health and Safety Code section 25202.6.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

06 1602212

14

## ARTICLE VII

### MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion of it to the general public or anyone else for any purpose.

7.02. Department References. All references to the Department include successor agencies or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within thirty days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any notice ("Notice" means any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

06 1602212

To Covenantor: **Name**

Long Beach Generation LLC  
2665 West Seaside Avenue  
Long Beach, California 90802

To Department: Chief of Southern California Permitting and Corrective  
Action Branch

1011 N. Grandview Avenue  
Glendale, California 91201.

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.05. Access for Department. The Department shall have reasonable right of entry and access to the Surface Impoundment Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant, as deemed necessary by the Department in order to protect the public health and safety and the environment.

7.06. Partial Invalidity. If any portion of the Restrictions or other term set forth in this document is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

{Signatures follow}

IN WITNESS WHEREOF, the Parties execute this Covenant.

IN WITNESS WHEREOF, the COVENANTOR has caused this Covenant to be executed in its name by Keith S. Richards to be hereunto affixed this 12<sup>th</sup> day of June, 2006.

LONG BEACH GENERATION LLC

By: Signed by Keith S. Richards  
Keith S. Richards, President

ACKNOWLEDGMENT

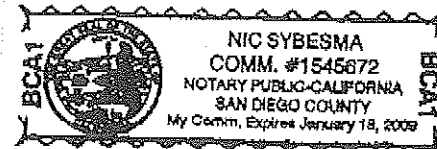
STATE OF CALIFORNIA                     )  
  ) ss.  
COUNTY OF SAN DIEGO                )

ON June 12, 2006, before me, Nic Sybesma, a Notary Public in and for the State of California, County of San Diego, personally appeared **Keith S. Richards**, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument dated as of June 12, 2006, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

Dated June 12, 2006.

WITNESS my hand and official seal.

Signed by Nic Sybesma  
Signature





IN WITNESS WHEREOF, the DEPARTMENT OF TOXIC SUBSTANCES  
CONTROL, STATE OF CALIFORNIA has caused these presents to be executed  
on this 22<sup>nd</sup> day of June, 2006.

Department of Toxic Substances Control

By: Signed by José Kou  
José Kou, P.E., Chief  
Southern California Permitting and Corrective Action Branch  
Hazardous Waste Management Program

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA           )  
  ) ss.  
COUNTY OF LOS ANGELES    )

ON 6-22, 2006, before me, Mania Badmagrian

Notary Public in and for the State of California, County of Los Angeles,

personally appeared Mr. Jose Kou personally known to me (or

proved to me on the basis of satisfactory evidence) to be the person whose

name is subscribed to the within instrument dated as of June 22 -

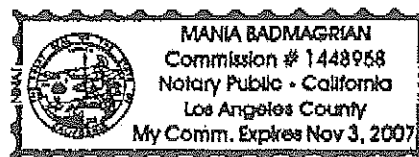
2006, and acknowledged to me that he executed the same in his authorized

capacity, and that by his signature on the instrument, the entity upon behalf of

which the person acted, executed the instrument.

Dated 06-22, 2006.

WITNESS my hand and official seal.



Signed by Mania Badmagrian  
Signature

EXHIBIT "A"  
Legal Description

That certain real property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

**LONG BEACH GENERATION STATION**

Parcel No. 1, Lot Line Adjustment No. 9704-07, recorded on December 30<sup>th</sup>, 1997 as Instrument No. 97-2038943 of Official Records of said County described as follows:

THOSE PORTIONS OF LOTS 13 AND 14 OF TRACT NO. 751, IN THE CITY OF LONG BEACH AS PER MAP RECORDED IN BOOK 16 PAGES 26 AND 27 OF MAPS, AND A PORTION OF THE RANCHO LOS CERRITOS, MARKED LOT 5 ON MAP DESIGNATED, "RECORDER'S FILED MAP NO. 365" IN BOOK 2 PAGES 202 TO 205 OF PATENTS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND A PORTION OF LOTS 9 AND 10 OF TRACT NO. 7091 AS PER MAP RECORDED IN BOOK 135 PAGES 5 TO 11 INCLUSIVE, OF MAPS, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE COMPROMISE LINE BETWEEN THE LANDS OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD COMPANY AND THE SEASIDE WATER COMPANY, ESTABLISHED IN A DEED RECORDED OCTOBER 10, 1905 AS INSTRUMENT NO. 120 IN BOOK 2470 PAGE 36 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, AT THE INTERSECTION OF A LINE SIXTY-FIVE (65.0) FEET NORTHERLY FROM THE CENTER LINE OF THE MAIN TRACK OF SAID RAILROAD: THENCE WESTERLY PARALLEL TO SAID CENTER LINE, S66° 32' 25"W, 1111.49 FEET; THENCE N23° 16' 00"W, 424.25 FEET; THENCE N68° 45' 20"E, 324.02 FEET; THENCE N47° 36' 38"E, 112.19 FEET; THENCE N21° 13' 11"W, 118.89 FEET; THENCE N24° 02' 51"E, 21.31 FEET; THENCE N18° 26' 17"W, 9.21 FEET; THENCE N66° 39' 23"E, 35.54 FEET; THENCE S21° 39' 14"E, 22.27 FEET; THENCE N66° 52' 42"E, 417.31 FEET; THENCE N23° 07' 18"W, 23.88 FEET; THENCE N66° 39' 23"E, 630.51 FEET; THENCE S37° 56' 10"E, 54.85 FEET; THENCE S23° 31' 13"E, 549.73 FEET; THENCE S66° 28' 43"W, 440.06 FEET; THENCE N15° 59' 31"W, 15.14 FEET, TO THE TRUE POINT OF BEGINNING.

SITE CONTAINING 19.208 ACRES

ALL AS SHOWN ON THE ATTACHED EXHIBIT "A-1" AND BY THIS REFERENCE MADE A PART THEREOF.

**SURFACE IMPOUNDMENT PROPERTY**

SEE ATTACHED EXHIBITS "B" & "B-1" AND BY THIS REFERENCE MADE A PART THEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

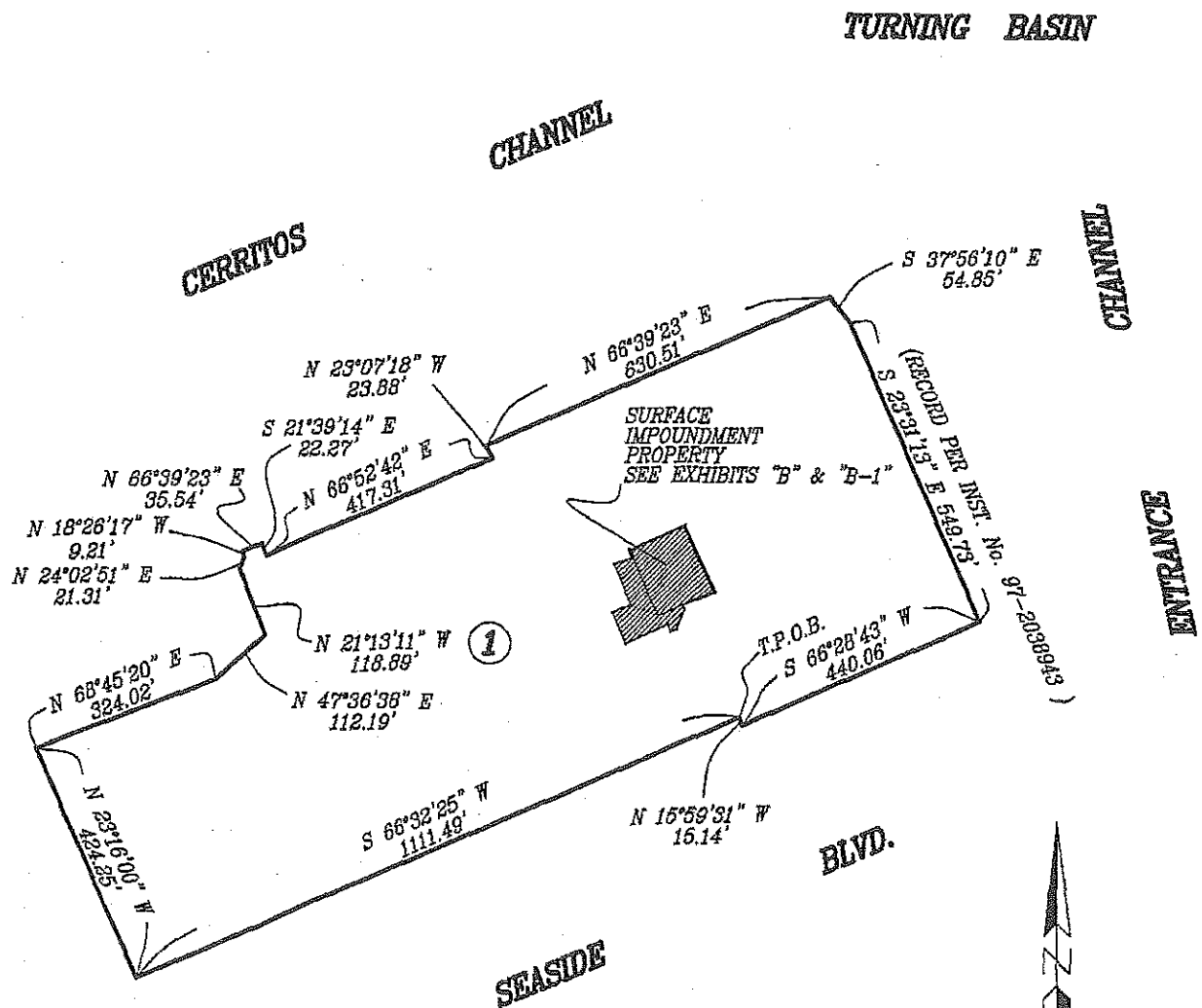
\_\_\_\_\_  
DATE

LAWRENCE J. KELLEY, P.L.S. No. 7373

SOUTHERN CALIFORNIA EDISON COMPANY

06 1602212

PARCEL No. 1, LOT LINE ADJUSTMENT No. 9704-07, INSTRUMENT No. 97-2038943, CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



①

LANDS OF LONG BEACH GENERATION STATION, LLC

APPROXIMATE LOCATION CENTER OF SITE  
N 1736817' E 6493455'  
NAD 83 ZONE 5

SURVEYORS NOTE: ALL BEARINGS & DISTANCES ARE  
RECORD PER PARCEL No. 1, LOT LINE ADJUSTMENT No.  
9704-07, INSTRUMENT No. 97-2038943, CITY OF LONG  
BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

0 150 300 600  
SCALE IN FEET  
**EXHIBIT "A-1"**

PROJECT NAME: LONG BEACH GENERATION STATION- SURFACE IMPOUNDMENT PROPERTY

M.S. 41-85

MAP & F.B. REF: 10531/5-8

CITY: LONG BEACH

DRAWN BY: LK

SURVEYED BY: M. BUNTE

COUNTY: LA

DATE: 6-14-05

LAND INFO.: N/A

SER.: N/A

J.O.: 6979 LES: 6172

SOUTHERN CALIFORNIA  
**EDISON**  
AN EDISON INTERNATIONAL COMPANY

CHECKED BY: LK

File Name: M:\ARCHIVE\DRAWING\ 6172

.DWG

06 1602212

20

EXHIBIT "B"  
Legal Description

That certain real property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

**SURFACE IMPOUNDMENT PROPERTY**

That portion of Parcel No. 1, Lot Line Adjustment No. 9704-07, recorded on December 30<sup>th</sup>, 1997 as Instrument No. 97-2038943 of Official Records of said County is described as follows:

Beginning at the Southeasterly corner of said Parcel 1, said corner bears South 23° 37' 55" East (held as basis of bearing for this description), 549.73 feet, measured, South 23° 31' 13" East, 549.73 feet, record, along the Easterly line of said Parcel No. 1, from the Northwesterly terminus of that certain course described as South 23° 31' 13" East, 549.73 feet, in said Lot Line Adjustment; thence leaving said Easterly line, North 83° 45' 38" West, 449.80 feet, to the **True Point of Beginning** of this description; thence South 68° 24' 29" West, 58.75 feet; thence South 21° 47' 25" East, 7.27 feet; thence South 22° 16' 49" West, 36.46 feet; thence South 67° 47' 16" West, 10.80 feet; thence North 21° 58' 59" West, 13.39 feet; thence South 66° 08' 50" West, 78.89 feet; thence North 23° 13' 12" West, 55.88 feet; thence North 66° 06' 26" East, 35.14 feet; thence North 23° 32' 20" West, 46.75 feet; thence North 23° 37' 59" West, 25.62 feet; thence North 67° 22' 09" East, 34.12 feet; thence North 19° 50' 48" West, 13.74 feet; thence North 66° 53' 47" East, 103.14 feet, to a point which bears South 38° 59' 23" West, 439.98 feet, from said Northwesterly Terminus; thence South 23° 56' 17" East, 123.38 feet to the **True Point of Beginning**.

Site containing approximately 20147 square feet.

All as shown on the attached Exhibit "B-1" and by this reference made a part thereof.

PREPARED BY ME OR UNDER MY DIRECTION

\_\_\_\_\_  
DATE  
LAWRENCE J. KELLEY, P.L.S. No. 7373

SOUTHERN CALIFORNIA EDISON COMPANY

06 1602212

# NAD 83 ZONE 5 COORDINATES

PointNo.	Northing(Y)	Easting(X)	Elev(Z)	Description/STAMPING
102	1736961.622	6493696.831	-11.981	S&W (CP-2)
103	1736974.545	6493692.167	-12.141	S&W (CP-3)
104	1737015.017	6493787.036	-12.007	S&W (CP-4)
105	1736902.253	6493837.096	-12.041	S&W (CP-5)
106	1736880.635	6493782.471	-11.244	S&W (CP-6)
107	1736873.880	6493785.171	-10.924	IP/BCM (CP-7)
108	1736840.143	6493771.348	-11.599	IP/BCM (CP-8)
109	1736836.060	6493761.349	-11.737	IP/BCM (CP-9)
110	1736848.473	6493756.338	-11.585	IP/BCM (CP-10)
111	1736816.570	6493684.182	-11.875	IP/BCM (CP-11)
112	1736867.927	6493662.149	-11.882	IP/BCM (CP-12)
113	1736882.160	6493694.280	-11.864	IP/BCM (CP-13)
120	1736925.021	6493675.609	-10.529	BCM IN CURB (CP-14)
121	1736948.492	6493685.338	-10.526	BCM IN CURB (CP-1)

NOTE: S&W=SPIKE AND WASHER, IP/BCM=IRON PIPE WITH BRASS CAP MONUMENT

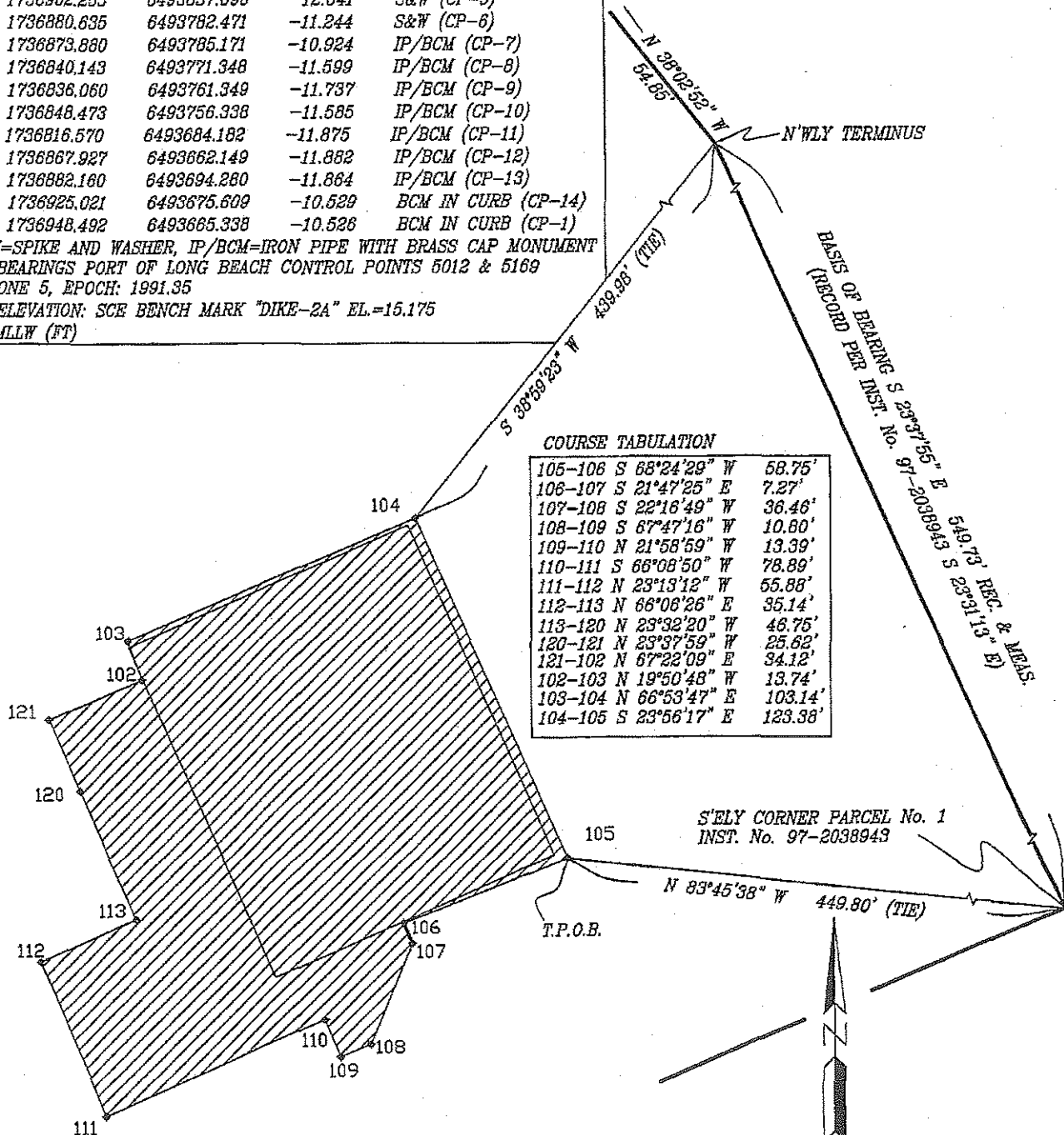
BASIS OF BEARINGS PORT OF LONG BEACH CONTROL POINTS 5012 & 5169

NAD 83, ZONE 5, EPOCH: 1991.35

BASIS OF ELEVATION: SCE BENCH MARK "DIKE-2A" EL.=15.175

NGVD 29 MLLW (FT)

A PORTION OF PARCEL No. 1, LOT  
LINE ADJUSTMENT No. 9704-07,  
INSTRUMENT No. 97-2038943, CITY  
OF LONG BEACH, COUNTY OF LOS  
ANGELES, STATE OF CALIFORNIA



SURFACE IMPOUNDMENT PROPERTY  
Area = 20147 SqFt = 0.4625 Acres

LANDS OF LONG BEACH GENERATION STATION, LLC  
ASSESSORS PARCEL No. 7436-030-812

PROJECT NAME: LONG BEACH GENERATION STATION-SURFACE IMPOUNDMENT PROPERTY

M.S. 41-85

MAP & F.B. REF: 10531/5-8

CITY: LONG BEACH

DRAWN BY: LK

SURVEYED BY: M.BUNTE

COUNTY: LA



DATE: 3-25-05

LAND INFO.: N/A

SER.: N/A

J.O.: 6979 LES: 6172

CHECKED BY: LK revised 6-14-05

File Name: M:\ARCHIVE\DRAWING\ 6172 .DWG

06 1602212